

A. ACKNOWLEDGE OF AMENDMENTS: All offerors must acknowledge receipt and acceptance of all amendments to the solicitation. You may do so by signing and dating (blocks 15A, 15B, and 15C) of the Standard Form 30 and returning the amendment or by written acknowledge of receipt and acceptance as part of the proposal submission package. Also, please be certain to identify all exceptions to the solicitation terms and conditions if any.

B. Clause B1.01-2, SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION), is hereby modified as follows:

(1) The following line items are hereby added as follows:

ITEM NUMBER		ESTIMATED QUANTITY	UI
	STATE OF TEXAS		
	FORT WORTH		
	TX, NAVY, NAS, (NAS CARSWELL).		
	TARRANT COUNTRY, FORT WORTH TOWNSHIP		
	DELIVERY DODAAC: N83447		
	BILLING DODAAC : N00244		
	ORDERING OFFICE: 512-939-2400		
631-08	RFG REGULAR UNLEADED (MRR)	204,000	GL
	TANK TRUCK (TT), INTO		
	2/10,000 GALLON TANKS		
631-13	DIESEL FUEL #2 (DL2)	225,000	GL
	TANK TRUCK (TT), INTO		
	2/10,000 GALLON TANKS		

(2) Line item 273-46 on page 61 of solicitation is hereby deleted and replaced with line item 273-94:

ITEM NUMBER		ESTIMATED QUANTITY	UI
	STATE OF OKLAHOMA		
273-94	DIESEL FUEL, LS#2 (DYED) (LSS)	450,000	GL
	TANK TRUCK (TT), TRK/TRL (TTR) W/PUMP INTO		
	1/20,000 GALLON ABOVE GROUND TANK(S)		
	3/10,000 GALLON ABOVE GROUND TANK(S)		
	1/8,100 GALLON ABOVE GROUND TANK(S)		
	1/6,000 GALLON ABOVE GROUND TANK(S)		
	4/5,000 GALLON ABOVE GROUND TANK(S)		
	1/2,000 GALLON ABOVE GROUND TANK(S)		
	DELIVERY HOURS: 0630-1500		

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

(3) Line item 943-28 on page 78 of solicitation is hereby corrected as follows:

FROM: 943-28	GASOLINE, REG UNL (MUR)	1,100,000 GL
TO: 943-28	GASOLINE, REG UNL (MUR)	0 GL

C. The Base Reference Price Attachment in the Offer Submission Package is hereby modified as follows:

(1) The Base Reference Price for the following line items is hereby added:

<u>Line Item</u>	<u>Location</u>	<u>State</u>	<u>Quantity</u>	<u>Base Reference Price</u>
631-08	Ft Worth	TX	204,000	0.8855
631-13	Ft Worth	TX	225,000	0.8731
273-94	McAlester	OK	450,000	0.8931
B45-68	Florence	CO	34,174	0.8958
B31-67	Denver	CO	810,000	1.0160
035-46	Ft Carson	CO	100,000	0.8961
785-46	Colorado Springs	CO	900,000	0.8961
B61-46	Hines	IL	62,500	0.8484
C42-681	Leavenworth	KS	120,000	0.9021
790-13	McConnell AFB	KS	500,000	0.9021
231-67	Grayling	MI	1,500,000	1.1536
L67-68	Dallas	TX	150,000	0.8731
943-13	Kelly AFB	TX	280,000	0.8601
943-13A	Kelly AFB	TX	280,000	0.8601
943-24	Kelly AFB	TX	1,100,000	0.8313
943-28	Kelly AFB	TX	-	0.8313

(2) The Base Reference Price for the following line item(s) is hereby corrected:

FROM:				
020-26	Commerce City	CO	150,000	0.9371
TO:				
020-26	Commerce City	CO	150,000	0.9627 (OSP-37)

D. Clause K33.01 AUTHORIZED NEGOTIATORS is hereby added to the Offeror Submission Package:

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

E. Clause G150.06 , SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) is hereby added to solicitation as follows:

G150.06.100 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC FEB 2001)

NOTE 1: **FOR FACSIMILE INVOICING**, see the SUBMISSION OF INVOICES BY FACSIMILE clause.

NOTE 2: See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) INVOICING OF ORDERS PLACED BY ARMY, AIR FORCE, NAVY (including Marines), AND OTHER DoD ACTIVITIES (except Alaska and Hawaii):

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-FVSFC/CO
P.O. BOX 182317
COLUMBUS, OH 43218-6252

(2) CERTIFICATION OF RECEIPT.

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (B) DD Form 1155, Order for Supplies or Services; or
- (C) DD Form 250, Material Inspection and Receiving Report; or
- (D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge

deliveries only).

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) PC&S DELIVERIES.

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) SUBMISSION OF INVOICES.

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

G150.06.100 Cont'd

(ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

(iii) **COURIER DELIVERY OF INVOICES.**

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
ATTN: DFAS-FVSFC/CO
3990 EAST BROAD STREET, BLDG 21
COLUMBUS, OH 43213-1152

(B) Invoices submitted by courier to the above address will be handled in a timely manner.

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including Alaska and Hawaii.

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES.** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.

(c) **INVOICING DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

F. Clause G150.11, SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2000) is hereby changed as follows:

(1) Page 5 is corrected as follows:

FROM: G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2000) 158
TO: G150.11.100 SUBMISSION OF INVOICES BY FACSIMILE (DESC FEB 2001) 158

(2) Clause G150.11 is here by deleted and replaced with Clause G150-11.100 to the solicitation:

G150.11.100 SUBMISSION OF INVOICES BY FACSIMILE (DESC FEB 2001)

NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS: This clause applies only to items for Air Force, Army, Navy (including Marines), and other DoD activities (except Alaska and Hawaii).

NOTE 2: See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

G150.11.100 Cont'd

(b) INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-FVS/CO cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-TLS) at **(800) 756-4571 (Options 2 and 2)**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-FVS/CO FAX number is **(614) 693-0670/0671/0672**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-TLS specifically requests it.

(5) F.O.B. DESTINATION DELIVERIES.

(i) CERTIFICATION OF RECEIPT.

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

(c) The DD Form 250, Material Inspection and Receiving Report; or

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) PC&S DELIVERIES.

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is (703) 767-9380. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE"**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor via facsimile directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address: **COMMANDER US ARMY PETROLEUM CENTER**

ATTN SATPC-L

NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

G. DD Form 1707, page 3 of 3, para "O" is hereby changed as follows:

FROM: Invoices and supporting documents are to be submitted in accordance with PORTS Clauses G150.03-1 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (PORTS INTERNET APPLICATION), G150.06-1, SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) and G150.11, SUBMISSION OF INVICES BY FACSIMILE.

TO: Invoices and supporting documentation documents are to be submitted in accordance with Clauses G150.06.100 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC FEB 2001) AND G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC FEB 2001).

H. Standard Form 1449, page 1, is hereby changed as follows:

(1) (Block 3a) **FROM:** Sherry Wilson 703-767-9529 **TO:** Sherry Wilson 703-767-9534
(2) (Block 18a) **FROM:** SEE CLAUSES G150.03-1, G150.06-1 AND G150.11-1
 TO: SEE CLAUSES G150.06.100 AND G150.11.100

I. Page 3, Solicitation is hereby corrected as follows:

FROM:	L2.11-2	FACSIMILE BIDS (OCT 1997)	123
TO:	L2.11-2	FACSIMILE PROPOSALS (OCT 1997)	123

J. Page 4, Solicitation is hereby changed as follows:

ADDED:	M19.10	EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)	125
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K. Pages 5 and 157, Solicitation is hereby changed as follows:

DELETED:	G150.06-1 SUBMISSION OF INVOICES FOR PAYMENT (AIR FORCE SITES)(DESC OCT 2000)	157
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L. Page 157, Clause G150.06-2 Solicitation is hereby deleted.

M. Page 6, Clause I237.06, Solicitation is here by added as follows:

ADDED:	I237.06	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION)(DESC MAR 1999)	OSP-13
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N. Pages 6 and 163 Clause I28.03-2, TAX EXEMPTION CERTIFICATES (DESC JUL 1999) Solicitation is hereby changed as follows:

(1) **FROM:** (page 6) I28.03-2TAX EXEMPTION CERTIFICATES (DESC JUL 1999) 163
 TO: I28.03-2 TAX EXEMPTION CERTIFICATES (DESC SEP 2000) 163

(2) Page 163, Clause I28.03-2 is hereby deleted and replaced as follows:

I28.03-2 TAX EXEMPTION CERTIFICATES (DESC SEPTEMBER 2000)

(a) Unless an exemption applies, all sales of motor gasoline, undyed diesel fuel or nonaviation kerosene must include the applicable Federal, state and local excise taxes.

(b) **FEDERAL STATE, AND LOCAL EXCISE TAXES EXEMPTION FOR AIR FORCE AND AIR NATIONAL GUARD ACTIVITIES.** Air Force and Air National Guard activities *will not* issue tax exemption certificates for Federal Excise Tax (FET). These activities will pay the FET and the Air Force service control point will apply directly to the IRS for any applicable reimbursement. The Air Force and Air National Guard activities *will* issue tax exemption certificates for state and local excise taxes. Contractor's request for tax exemption certificates covering any state, local excise tax, or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel or nonaviation kerosene excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.

(c) **FEDERAL STATE, AND LOCAL EXCISE TAXES EXEMPTION FOR ARMY, ARMY NATIONAL GUARD AND NAVY ACTIVITIES.** Contractor's request for tax exemption certificates covering any Federal, state, local excise tax, or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel or nonaviation kerosene excluded from the contract price pursuant to the terms of this contract shall be forwarded to the Ordering Officer for Army and Navy activities. The Army National Guard shall indicate the procedure for processing tax exemption certificates for all fuels delivered to their facilities.

(d) **FEDERAL STATE, AND LOCAL EXCISE TAXES EXEMPTION FOR FEDERAL CIVILIAN AGENCIES.** Contractor's request for tax exemption certificates covering any Federal, state, local excise tax, or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel or nonaviation kerosene excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.

(e) Upon the Contractor's request for a tax exempt certificate, if the Government fails to provide tax exempt certificates to the Contractor, the Contractor shall notify the DESC Contracting Officer and invoice the applicable payment office for said taxes as an additional line item on the invoice. The DESC Contracting Officer may authorize payment of the tax if the ordering office or activity refuses to issue the tax exemption certificate.

(f) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES (NOT APPLICABLE TO AIR FORCE AND AIR NATIONAL GUARD ACTIVITIES).** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (f) will be issued by the Ordering Officer.

(DESC 52.229-9F45)

O. Clause G9.09-1 is hereby added to page 5 and 154 of SP0600-01-R-0036 as follows:

(1) **ADDED:** G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER 154
THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(2) Clause G9.09-1 is hereby added to solicitation as follows:

G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) **METHOD OF PAYMENT.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

G9.09-1 Cont'd

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) MECHANISMS FOR EFT PAYMENT. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

(d) SUSPENSION OF PAYMENT.

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) EFT AND PROMPT PAYMENT. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT AND ASSIGNMENT OF CLAIMS. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) PAYMENT INFORMATION. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment

G9.09-1 Cont'd

information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
contract, and account number at the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

P. Page 152, Clause F4, DELIVERY AND ORDERING PERIODS, para (a)(1) and (a)(2) of solicitation is hereby corrected as follows:

- FROM:** (1) Date of Award and ends: 31 July 2002
(2) Date of Award and ends: 30 days after end of ordering period
- TO:** (1) 1 June 2001 and ends: 31 May 2004
(2) 1 June 2001 and ends: 30 days after end of ordering period

Q. Page 5 and 154, Clause G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION of Solicitation is hereby changed as follows:

(1) **Page 5 correct page to read 154**

(2) **Page 154 ADDED:**

(c) **DESIGNATED OFFICE.**

Name: DESC-PLB
Mailing Address: 8725 JOHN J. KINGMAN RD
FT BELVOIR VA 22060-6222
Telephone Number(s) (703)-767-9539/9534
Person(s) to Contact: Dianne Lyles/Sherry Wilson
Electronic Address: _____

R. Clause C16.69-6 is hereby change to solicitation as follows:

(1) FROM: (page 4)	C16.69-6	SPECIFICATIONS (CONT'D) (COG 6) (DESC DEC 2000)	146
TO:	C16.69-6	SPECIFICATIONS (CONT'D) (COG 6) (DESC FEB 2001)	146

(2) Page 146 Clause C16.69-6 is hereby deleted and replaced as follows:

C16.69-6 SPECIFICATIONS (CONT'D) (COG 6) (DESC FEB 2001)

SPECIAL NOTE: The following paragraph is a restatement of paragraph (a) of the FUEL SPECIFICATIONS (PC&S) clause and is included for emphasis.

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

(a) **OXYGENATED GASOLINE REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines.

(b) **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
COLORADO COUNTIES		
Adams, Arapahoe, Boulder, Denver Douglas, Larimer, Jefferson, and Weld (part)	Nov 1 - Feb 7	2.7 Wt%
MINNESOTA (entire state)	Year Round	2.7 Wt%
NEW MEXICO		
Bernalillo County	Nov 1 - Feb 29	2.7 Wt%
TEXAS		
El Paso, El Paso County	Oct 1 – Mar 31	2.7 Wt%

C16.69-6 Cont'd

(c) **REFORMULATED GASOLINE REQUIREMENTS.** Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds such as benzene, lowering the evaporation rate, an increasing the amount of oxygenate blended with the fuel.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
ILLINOIS COUNTIES		
Cook, Du Page, Kane, Lake McHenry, and Will	Year Round	2.0 Wt %
ILLINOIS TOWNSHIPS		
Aux Sable, Gooselake (located within Grundy County), and Oswego (located within Kendal County	Year Round	2.0 Wt %
TEXAS COUNTIES		
Brazoria, Chambers, Collin, Dallas Denton, Fort Bend, Galveston, Harris, Liberty, Montgomery, Tarrant, and Waller	Year Round	2.0 Wt%
WISCONSIN COUNTIES		
Kenosha, Milwaukee, Ozaukee, Racine, Washington, and Waukesha	Year Round	2.0 Wt %
(DESC 52.246-9FZ5)		

S. Clause I28.02-2 is hereby change to solicitation as follows:

- (1) **FROM: (page 6) I28.02-2** FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED 146
FROM CONTRACT PRICE (DESC JAN 1999)
TO: (page 6) I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED 146
FROM CONTRACT PRICE (DESC FEB 2001)

(2) **Page 162 Clause I28.02-2 is hereby deleted and replaced as follows:**

**I28.02-2.100 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE
(DESC FEB 2001)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

<u>FET PER GALLON</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	0.0% up to but not including 5.7%
\$0.15379	5.7% up to but not including 7.7%
\$0.14319	7.7% up to but not including 10%
\$0.131	10% and above

I28.02-2.100 Cont'd

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on any of these fuel oils (burner grades) although lighter grades (numbers 1, 2, and 4 (light)) must be dyed. It is the Contractor's responsibility to obtain fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND UNDYED NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.

(6) **EXEMPT SALES.** A Contractor authorized by IRS to sell gasoline, undyed diesel fuel, and undyed nonaviation kerosene tax free should not invoice the FET on sales to the Army National Guard on sales to the Government of the District of Columbia, nor on sales of jet fuel and aviation gasoline for military aircraft. All sales of gasoline, undyed diesel fuel and undyed nonaviation kerosene to the Air National Guard activities (as well as sales to the Army (non-National Guard), Navy, and Air Force activities) should include the applicable FET.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(g) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. This tax should be included on the Contractor's invoice as a separate item only if no exemption applies.

(h) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(i) **LICENSES.** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business and/or to have tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

T. Clause 9.100, TAXES is hereby added to solicitation as follows:

9.100. TAXES (DESC FEB 2001)

(a) **MOTOR GASOLINE, GASOHOL, UNDYED DIESEL, AND UNDYED KEROSENE TAXES.** The fuel prices listed in this bulletin **DO NOT** include the Federal Excise Tax of \$0.244 per gallon on undyed diesel and undyed kerosene fuel, \$0.184 per gallon on motor gasoline, or \$0.131 per gallon on gasohol. Fuel used by the Army National Guard may be sold by certain sellers without the Federal Excise Tax. DFAS Columbus will apply to the IRS for all applicable refunds for Army, Air Force, Navy, Army National Guard activities and Air National Guard activities using IRS Form 8849. If a Federal Civilian activity is billed for the tax on undyed diesel fuel, undyed kerosene, motor gasoline, or gasohol used for an exempt purpose e.g. offroad for gasoline and diesel, or heating oil for diesel and kerosene, the activity may request reimbursement from the IRS by completing IRS Form 8849. The form and instructions may be found on the Internet at <http://www.irs.treas.gov/>. (b) **DYED DIESEL AND DYED KEROSENE** - There is no Federal Tax on diesel fuel or kerosene that is dyed according to IRS regulations and used for heating oil, off road or other tax exempt purposes.

(c) **TAX EXEMPTION CERTIFICATES.** Procedures for requesting and processing tax exemption certificates are identified in the TAX EXEMPTION CERTIFICATES clause contained in this bulletin. Tax exemption certifications will not be issued by Air Force and Air National Guard activities.

(d) The activity shall provide appropriate certifications of intended use as may be necessary to assist a Contractor in complying with IRS regulations regarding the tax-free sale. However, it is the Contractor's responsibility to ensure compliance with IRS regulations. Questions regarding the procedures to be followed should be addressed to the IRS.

U. Page OSP-8, Clause F3, TRANSFER TRUCKS AND/OR TRUCK AND TRAILER FEE FREE TIME AND DETENTION RATE is hereby deleted and replaced as follows:

F3.100 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC FEB 2001)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour: _____.

(2) Rate for detention beyond free time: _____.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries) and barge/tanker, will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA owned/capitalized as well as non-DLA owned/non-capitalized products.

(DESC 52.247-9FK1)